

CJ-2011-4588

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**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
IN AND FOR THE STATE OF OKLAHOMA**

TIMOTHY BRINTON,)
)
Plaintiff,)
)
vs.)
)
LIBERTY MUTUAL GROUP, INC., a)
foreign for profit corporation,)
LIBERTY MUTUAL FIRE INSURANCE))
COMPANY, a foreign for profit)
corporation,)
JOHN DOE,)
)
Defendants.)

CASE NO.:

JUL - 5 2011

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.PATRICIA PRESLEY, COURT CLERK
by _____ DEPUTY
[Signature]

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PETITION

COMES NOW Plaintiff, Timothy Brinton, and for his cause of action against the above named Defendants, alleges and states as follows:

1. The Plaintiff is a resident of Pottawatomie County, Oklahoma.
2. The Defendants are insurance companies licensed to do business in the State of Oklahoma; therefore venue is properly laid in this Court, and this Court has proper jurisdiction of the parties to and the subject matter of this litigation.
3. That one or more of the above Defendants, Liberty Mutual Fire Insurance Company, or Liberty Mutual Group, Inc., (hereinafter "Defendant") is a foreign insurance company licensed in Oklahoma. Defendant issued an insurance policy to Ruby Dillard, Policy No.: LA980-011618731-06 that was in place on July 4, 2009 and covers the wreck at issue.
4. On July 4, 2009, Plaintiff was operating the insured motor vehicle at or near the intersection of Turner Turnpike and Interstate 35, in Oklahoma City, Oklahoma County, Oklahoma, and suffered serious and permanent injuries.

EXHIBIT

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5. On said date, the Plaintiff suffered damage and losses covered by the subject policy, and the Plaintiff promptly reported the loss to one or more of the Defendants.

6. That one or more of the Defendants were required under the insurance policy to timely pay Plaintiff's claim for medical payments and medial pay coverage.

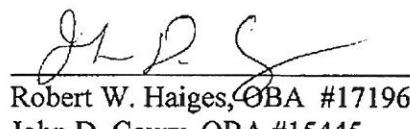
7. The Defendants violated their duty of good faith and fair dealing by unreasonably, and in bad faith, refusing to pay Plaintiff the proper amount for a valid claim under the insurance policy.

8. The Defendants' refusal to pay the claim in full was unreasonable under the circumstances. The Defendants' unreasonable actions included, but are not limited to, refusing to provide coverage under the policy.

9. The violation by the Defendants of their duty of good faith and fair dealing was the direct cause of the Plaintiff suffering financial losses, emotional distress, and other losses in an amount exceeding \$75,000.

10. The Defendants acted in reckless disregard of the rights of the Plaintiff and acted intentionally and with malice towards Plaintiff. Plaintiff is, therefore, entitled to an award of punitive damages in an amount exceeding \$75,000.

WHEREFORE, Plaintiff demands judgment against the above named Defendants for breach of contract damages in excess of \$75,000, for bad faith and fair dealing damages in excess of \$75,000.00, and for punitive damages in excess of \$75,000, reasonable attorney fees and cost of this litigation, and for such other relief to which they are entitled.



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